CONTRACTS—THIRD PARTY BENEFICIARY—SUIT BY DONEE-BENEFICIARY.—A husband promised his wife on her death bed that in consideration of her executing a certain will he would himself bequeath a certain amount to a favorite niece of the wife. The niece sued the executor of the husband for breach of the above promise. *Held,* that the contract was valid and that the beneficiary could maintain an action upon it. *Seaver v. Ransom* (1917, App. Div.) 58 N. Y. L. J. 1211 (January 15, 1918).

It has long been held in New York that a beneficiary who is a creditor of the promisee can maintain an action on the promise of a third party to pay the debt due. *Lawrence v. Fox* (1859) 20 N. Y. 268. For a long period, the New York courts refused to extend this rule to the case of a beneficiary who was not a creditor but was a mere donee. The performance of the promise had to be "a satisfaction of some legal or equitable duty" owing by the promisee to the beneficiary. *Durnherr v. Rau* (1892) 135 N. Y. 219, 32 N. E. 49; *Vrooman v. Turner* (1877) 69 N. Y. 280. This requirement has been more and more liberally construed, until now it seems probable that any donee-beneficiary will soon be allowed to enforce the contract. A relationship by blood or marriage between the promisee and the beneficiary is held to supply a sufficient "equitable duty" and to create an enforceable right in the beneficiary. *Bouton v. Welch* (1902) 170 N. Y. 554, 63 N. E. 539; *Buchanan v. Tilden* (1899) 158 N. Y. 109, 52 N. E. 724; *Todd v. Weber* (1884) 95 N. Y. 181. The principal case extends this rule to cover the relationship of aunt and niece. See *contra, Everdell v. Hill* (1901, N. Y.) 58 App. Div. 151, 68 N. Y. Supp. 716. In several cases it has been held that the relation between a municipality and one of its citizens is sufficient to enable the latter to sue on a contract made with the municipality for the benefit of the citizens. *Pond v. New Rochelle W. Co.* (1906) 183 N. Y. 330, 76 N. E. 211; *Smyth v. New York* (1911) 203 N. Y. 106, 96 N. E. 409; *Rigney v. New York Central R. R. Co.* (1916) 161 App. Div. 187, 217 N. Y. 31, 146 N. Y. Supp. 395, 111 N. E. 226. The principal case is in accord with the rule prevailing in most of the states, and it is submitted that the decision need not have been made to depend upon the existence of some shadowy moral duty resting on the promisee in favor of the beneficiary.

EASEMENTS—LIGHT AND AIR—IMPLIED GRANT IN LEASE FOR YEARS.—A landlord leased a building to a tenant for years, with a covenant for quiet enjoyment. Thereafter the landlord was about to erect on adjoining land, which he owned and had owned at the time of the lease, a structure that would cut off the light and air from the tenant's windows. The tenant sought an injunction. *Held,* that there was no implied easement of light and air in the lease to the tenant. *Anderson v. Bloomheart* (1917, Kan.) 168 Pac. 901.

In England easements of light and air may be acquired by prescription, even though this violates the general rule that the adverse user on which prescription is founded must be such as to give the other party a right of action. *Cross v. Lewis* (1824) 2 B. & C. 686; Acts 2 and 3 Wm. IV, c. 71, sec. 3; *Aynsley v. Glover* (1875) L. R. 10 Ch. 283. This is said to be due to the cramped conditions in England, leading to a desire to save all open space left. For like reasons the English courts have implied a grant of an easement of light and air, where the owner of two adjoining parcels, with a building on one of them overlooking the other, has leased or sold the parcel on which the building was situated. *Broomfield v. Williams* (C. A.) [1897] 1 Ch. 602 (sale); *Coutts v. Gorham* (1829, N. P.) M. & M. 396 (lease); *Warner v. McBryde* (1877, Ch. D.) 36 L. T. Rep. N. S. 360 (lease); but see *Birmingham, etc., Banking Co. v. Ross* (1888, C. A.) 38 Ch. D. 295. In this country the same reason for allowing such easements has not existed, and the general policy of our law has been opposed